

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE  
X-3 OF UTAH, SITTING AT UTAH COUNTY.

Provo Reservoir Company, a Corporation ) Cause No. 2888, Civil...  
Plaintiff, vs. ( Stipulation as to Rights  
Provo City, a Municipal Corporation, et )  
al. Defendants. ( of Andrew Knudsen.  
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Andrew Knudsen now comes and hereby Enters his appearance in the above entitled cause and submits himself and his rights hereinafter specified to the jurisdiction of the above entitled court;

It is hereby stipulated and agreed by and between the plaintiff above named and the defendant Andrew Knudsen as follows, to-wit:

That the said defendant Andrew Knudsen is the owner of sixty-six acres of land in Section 4 and 9, Township 7, South of Range 2 E East of Salt Lake Meridian over and above the land by him owned and which is irrigated by water distributed by the Fort Field Irrigation Company and other corporations: which said sixty-six acres of land has a water right from water flowing into the channel of Provo River at or near or below the Fort Field Dam in Provo River as heretofore constructed and maintained. Said water for the irrigation of said sixty-six acres of land is diverted from Provo River through what is known as Pelican Creek, at a point in the South West Quarter of Section 3 Township 7 South of Range 2 East of Salt Lake Meridian:

Andrew Knudsen does not claim and hereby stipulates that he is not entitled to any of the water of said Provo River coming in the direct flow thereof, but his rights to any water for said sixty-six acres are confined exclusively to such water ~~as~~ arises in said river at or near or below said dam

This stipulation does not affect any rights of said Andrew Knudsen as claimed by him by reason of being a stockholder in any corporation, or receiving water distributed to him by any corporation:

This stipulation is confined entirely to the rights of the parties signing it, and shall not be construed as affecting or attempting to affect the rights of any other party to this action; but any of said parties may present any proofs they may desire concerning the water rights of said Andrew Knudsen; and the plaintiff does not claim any interest in any of said water arising in said river below said dam.

The question of the duty of water for said lands shall be left

for future determination; but when determined either by stipulation between these parties or by the court by competent testimony, as affecting said land, then the foregoing in connection with the said finding as to the duty of water on said land may be incorporated in the final decree in this cause as defining the rights of the said Andrew Knudsen for water for said lands.

Dated this 26th day of March, A. D. 1914

*A. Hatch, Jacob Evans, A. Borch*  
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*Evans, Atty. for Plaintiff*  
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*Andrew Knudsen*  
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